



supporting  
social  
employers



## **Memorandum of Agreement**

**Dated 4 September 1995**

**Reviewed December 2014**

An agreement between EVH – supporting social employers and its full member organisations (hereinafter referred to as “EVH”) and Branch 7/151 of the Association of Clerical and Supervisory Staffs Unite (hereinafter referred to as the “Union”).

Both parties recognise that the Joint Negotiating Committee as the instrument of negotiation per Standing Rules, a copy of which is annexed hereto.

### **Industrial Relations Policy**

This Agreement confirms that EVH recognises that it is to the mutual benefit of its member organisations and their employees for the staff to be represented by a properly constituted Trade Union. It accordingly recognises the Union as having the sole recognition rights for bargaining and negotiating on matters affecting employees who are non supervisory staff and supervisors.

EVH believes that a fully representative trade union capable of negotiating with authority, leads to good industrial relations and will, therefore encourage its employees to belong to the Union.

The appropriate Union representatives will be allowed to approach new employees covered by this Agreement, after they start work, regarding the possibility of joining the Union.

### **Agreement Principles**

The members of EVH and the Union have a common objective in the long term in ensuring the efficiency and prosperity of the individual organisations for the benefit of their communities, employees and tenants.

The Union recognises that the Management Committees of member organisations are responsible for the planning, organising and managing of its own operations in order to achieve and maintain maximum efficiency in operation.

EVH recognises the Union's responsibility to manage its own affairs and to represent the interest of its members.

EVH will give adequate advance notice to the Union of proposed changes in well established work practices or conditions of employment to allow consultation or negotiation to take place.

### **Appointment of Representatives**

EVH and the Union agree that their respective representatives be elected in accordance with their respective rules, to carry out their duties in accordance with the terms of this Agreement. Neither EVH nor the Union will recognise any representatives other than those elected in accordance with this principle.

The Union and EVH will notify each other in writing of the names of their representatives and officials elected, within one week of the election.

He or she will be accredited representative or official for one year or to the next election date. If a Union representative ceases to be an employee of a member organisation or a member of the Union, or if transferred from the area for which he or she was elected, their appointment as a representative automatically terminates.

If a representative of Evh ceases to be a nominated Committee representative of a member organisation their appointment as representative automatically terminates.

### **Duties of the Union Representatives**

When acting in his or her Union capacity he or she will be subject to the rules and regulations of the Union.

He or she will continue to be a working member of a member organisation, but may leave his or her work to conduct Union business with the supervisor's agreement which will not be unreasonably withheld. Details of time available for trade union office bearers and shop stewards are contained in the relevant section of the Conditions of Service and in the Guidance on Facility Time for Trade Union Representatives document (dated January 2001, updated 2014).

Action taken by him or her in good faith in pursuance of his or her duties shall in no way affect his or her employment with a member organisation of EVH. In all other respects he or she will conform to the same working conditions as other employees.

### **Union Meetings**

Meeting between representatives of EVH and the Union will normally be held outwith working hours and in EVH's premises.

Other meetings of the Union and/or its members will be held in accordance with the agreed Conditions of Service of each member organisation of EVH.

A one day delegate conference of the trade union shop steward from each member of EVH will be held each year, normally in October/November to discuss the wage claim, and other issues.

A notice board will be made available for Union announcements in each member organisation.

### **Negotiating Procedures**

The parties agree that it is in their mutual interest to observe a negotiating procedure by which all issues arising between them can be considered and resolved. The intention of both parties is that issues will be resolved at the earliest stage possible and as speedily as possible.

## Stages of Procedure

### 1. Grievances

All grievances will follow the procedure set out in the agreed Conditions of Service of each member organisation of EVH. The final stage will be the JNC Chair Appeal.

### 2. Disciplinary

Disciplinary action will be carried out in accordance with the agreed Conditions of Service of each member organisation of EVH. The final stage of the procedure will be the JNC Chair Appeal.

### 3. Negotiating Procedures

Stage 1 – All applications relating to the salaries and Conditions of Service intended to be made by the Union shall be made in writing and be accompanied by a detailed statement of case.

Any proposals submitted by EVH relating to salaries and Conditions of Service shall similarly be made in writing and be accompanied by a detailed statement. In the case of any annual pay application the Union shall be required to submit the application no later than 7 November.

The response to any application or proposal must also be in writing accompanied by a details reply statement. EVH's response to the annual pay application must also be in writing accompanied by a detailed reply statement and shall be made within ten weeks of receipt of the application.

Both parties undertake to ensure that reference back to the decision making executive of their respective organisations will take place as quickly as their respective constitutions permit.

Stage 2 - If the agreement is not reached at Stage 1, the matter will be referred by the Branch to the full-time officer of the Union who will take the matter up with EVH and a meeting of the JNC will be arranged within five working days of the request made.

Stage 3 - If either or both parties register 'failure to agree' the matter will be referred to the Conciliation Service of the Advisory Conciliation and Arbitration Service. It is agreed that neither party will take any industrial action until the above procedure is exhausted.

Stage 4 - If the matter is still unresolved the parties may mutually agree to refer the matter to arbitration, the arbiter being jointly appointed.



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**Review of Agreement**

This agreement will be reviewed by both sides when necessary.

**Termination of Agreement**

This agreement will remain in force until terminated by either party giving three months notice to the other to that effect.

The terms of this agreement may only be varied with the consent of both parties to this agreement.

It is agreed that this agreement is not legally enforceable but both parties agree to work towards and within the spirit and intention of the agreement and to use their best endeavours to maintain the agreement at all times.

**Signed on behalf of Unite**

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**Date** .....

*Allan Cameron, Unite Regional Officer*

**Signed on behalf of Unite**

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**Date** .....

*David Edwards, Chair of the Scottish Branch of Housing Associations*

**Signed on behalf of EVH**

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**Date** .....

*Gordon Mason, Chair of EVH*

**Signed on behalf of EVH**

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**Date** .....

*John Ferguson, Chair of the JNC*